

DOCUMENT RESUME

ED 279 401

PS 016 314

AUTHOR Whitebook, Marcy; And Others  
TITLE Unionizing: A Guide for Child Care Workers.  
INSTITUTION Child Care Employee Project, Berkeley, CA.  
SPONS AGENCY Abelard Foundation, Inc., New York, N.Y.; L. J. and  
Mary C. Skaggs Foundation.; Ms. Foundation for Women,  
Inc., New York, N.Y.; Rosenberg Foundation, San  
Francisco, Calif.  
PUB DATE 86  
NOTE 31p.; Also sponsored by the Huskiwinni Foundation.  
AVAILABLE FROM Child Care Employee Project, P.O. Box 5603, Berkeley,  
CA 94705 (\$4.00).  
PUB TYPE Guides - Non-Classroom Use (055)  
EDRS PRICE MF01/PC02 Plus Postage.  
DESCRIPTORS \*Child Caregivers; \*Collective Bargaining;  
\*Contracts; \*Day Care; Early Childhood Education;  
Guidelines; \*Organization; \*Unions  
IDENTIFIERS National Labor Relations Act

ABSTRACT

Including excerpts from contracts protecting unionized child care workers, this booklet explains basic terminology and facts about unionizing and addresses child care workers' concerns. Section 1 answers commonly asked questions about unions and offers advice about how to answer parents' questions about workers' attempts to organize. Section 2 outlines steps involved in organizing a union, including understanding collective bargaining and the National Labor Relations Act; choosing a union; going through the organizing process, from determining the bargaining unit to negotiating a contract; and selecting items to include in the union contract, such as hours of work and overtime, compensatory time/overtime, planning time, breaks, day care for employees, sick/personal leave, staff/child ratio, supplies, professional growth and development, hiring procedures, lay-offs and recall rights, separation compensation, discipline and discharge, evaluations and personnel files, grievances, staff input in decision making, sexual harassment, and non-discrimination. Unions that represent child care workers are listed along with resources for additional information on unions and workplace problems particularly affecting women and service workers. (RH)

\*\*\*\*\*  
\* Reproductions supplied by EDRS are the best that can be made \*  
\* from the original document. \*  
\*\*\*\*\*

PS 016314

ED279401

U.S. DEPARTMENT OF EDUCATION  
OFFICE OF EDUCATIONAL RESEARCH AND INSTRUCTION  
EDUCATIONAL RESOURCES INFORMATION  
CENTER (ERIC)

1. THIS DOCUMENT HAS BEEN COPIED AND  
MADE AVAILABLE FROM THE PROJECT ON ORGANIZING  
AND PARENTING.

X 2. UNUSUAL FEATURES HAVE BEEN MADE TO IMPROVE  
REPRODUCTION QUALITY.

3. POINTS OF VIEW OR OPINIONS STATED IN THIS DOCUMENT  
ARE NOT NECESSARILY REPRESENTATIVE OF OFFICIAL  
ERIC POSITION OR POLICY.

# Unionizing:

*A Guide for Child-Care Workers*

"PERMISSION TO REPRODUCE THIS  
MATERIAL HAS BEEN GRANTED BY

Carol G.  
Pemberton

TO THE EDUCATIONAL RESOURCES  
INFORMATION CENTER (ERIC)"

**Child Care Employee Project**

**A Program of the Child Care Staff Education Project**

**2 BEST COPY AVAILABLE**

**Child Care Employee Project**  
PO Box 5603  
Berkeley, CA 94705  
(415) 653-2889  
© 1986 CCEP

*The Child Care Employee Project (CCEP) advocates for improved wages, status, and working conditions of child care providers in order to ensure high quality child care available to all families regardless of economic status. The CCEP is a non-profit agency that provides resources, training, and consultation to the child care community. For more information, please call (415) 653-2889 or write CCEP, PO Box 5603, Berkeley, CA 94705.*

♦♦—

# ***Unionizing:***

---

## ***A Guide for Child Care Workers***

### **PRIMARILY**

**Mary Whitebook, Child Care Employee Project**

**Carol Pemberton, Child Care Employee Project**

**Maryanne Massenburg, Child Care Division, District 65,**

**United Auto Workers**

**Nancy DePietro, Child Care Division, District 65,**

**United Auto Workers**

**Mary L. Lefebvre, member, Service Employees International**

**Union, Local 585**

**Special thanks to Christine Ringagliano, and the members of the Child Care Division of District 65, United Auto Workers, in Massachusetts for their contribution to this project.**

*This project was made possible by funding from*

**The L.J. Skaggs and Mary C. Skaggs Foundation**

**The Abelard Foundation**

**The Rosenberg Foundation**

**The Muskiwinn Foundation**

**The Ms. Foundation for Women**

## ***Introduction***

As child care employees experience the frustration of fighting individually for improved wages and working conditions, questions often emerge about unions. Will a union enable me to join with others to create a stronger voice and to take direct action to bring worker issues into the public arena? How do I go about joining a union? What effect will a union have on my center? This booklet is intended to provide answers to the myriad of questions child care workers need to consider when thinking about the prospect of union organizing.

The major motivation for workers to organize into a union is to gain the right to bargain with their employer on the conditions of their employment. The conditions of employment most frequently associated with union contracts are wages, benefits, and hours. Yet union contracts cover many other issues which greatly affect child care workers: personnel policies, grievance and hiring procedures, evaluations and promotion systems, provisions for in-service training, teacher/child ratios, breaks, and input into center decision making.

These non-salary benefits are frequently as important to the job satisfaction of unionized child care workers as the salary benefits. They can also be critical in leading workers to provide better services. For example, when a union contract ensures manageable teacher/child ratios and adequate time for breaks and classroom preparation, the quality of care in a center is certain to be improved.

Input into center decision-making can be another guarantee of contracts. For example, members of the Service Employees International Union (SEIU) Local 299 in Moose Jaw, Saskatchewan, negotiated a provision in their contract that guarantees their employer will meet with them at least once each month to evaluate concerns that affect the quality of care in the center. Members of District 65, United Auto Workers (UAW), in a Massachusetts child care center have a contract that guarantees that staff will comprise at least 13% of the board and be included in a curriculum committee composed of staff, parents, and the director.

Reinforced job security is another benefit workers receive through union contracts. Headstart workers at participating centers affiliated with District 65, DAW were able to negotiate lay off and recall rights as part of their contract. Because these workers are laid off every summer, these rights are critical to their long-term employment.

Innovative contract provisions at other centers include a staff bonus for the use and enjoyment of employees' time off for conferences and training, and recognition for the cost of child care, day care and day care subsidies are included in headline contract.

Workers considering unionization are often concerned that conflict will be created within their center and that patient fees will be raised to cover wage increases which they authorize. While these fears are valid, most unions that have experience with the child care industry understand that patients and center directors are not the enemy. In the words of a physician's organization in Boston, "We realize that as long as we are dependent on patient fees and dwindling governmental money, it will be difficult to get wages, benefits and working conditions up to the level they should be." Many workers recognize the union as a long range political ally that assists children and workers in effectively advocating for better funding and expanded services. The strength and unity of a union can be used to influence the government agencies that control funding of child care.

The strength of this alliance has been most effectively demonstrated over the past several years by District 65 of the DAW and the American Federation of State, County and Municipal Employees (AFSCME). These two unions have been in the forefront of advocacy for public policy supporting expanded funding for child care services. District 65 played a key role in the coalition that successfully persuaded the Massachusetts legislature to allocate more than \$9 million in 1985 and 1986 to upgrade the salaries of staff at state-funded child care centers and to provide expanded subsidies for patients. AFSCME, which represents employees in 300 centers in New York City, undertook a media campaign aimed at city residents to demonstrate that ultimately it would cost the city more to close day care centers than to keep them open.

For workers who are employed in centers run by corporate child care chains, unions are quick to point out that these corporations are operating with large profit margins and thus there is money for staff wage increases without the necessity of raising patient fees. Indeed, when patients study the financial statements of these corporations they often become the strongest allies for

increased wages, protecting child care to the greatest extent possible rather than childcenter quality.

Directors can also be the beneficiaries of unionization. Although directors may initially feel isolated and threatened by a union organizing drive, as one center director points out, "Since most centers are staffed by people who stay on staff for a longer period of time, the improvement in working conditions and morale has clearly led to greater stability." Some directors also feel the union provides them with greater leverage in negotiations with hospitals and umbrella agencies.

As far as CCE has been able to discover, the first child care union formed in 1949 in Southern California called the National School Teachers Union. Its members were teachers in parent cooperative nursery schools who were concerned about their low wages, lack of professional services, and the complicated relationships between parents and teachers in the co-operations. In 1964, this 250+ strong union affiliated with the American Federation of Teachers (AFT), changing its name shortly thereafter to the Early Childhood Federation. Today, Local 1475 (Early Childhood Federation—AFT) continues to represent Headstart and other child care workers.

Over the past twenty years, many other attempts to organize child care workers have occurred. In 1978 members of Boston's Area Day Care Workers United, a workers' support group, became members of District 65, UAW. This union now represents about 1,000 workers throughout the state of Massachusetts. District 65 also has organized child care programs in San Francisco and Wisconsin and is promoting organizing drives among workers in corporate child care chains across the country.

The American Federation of State, County and Municipal Employees (AFSCME) began working with New York City child care workers in 1969 and signed its first contract in 1971. Workers in a variety of centers—both public sector and private non-profit—in northern California are represented by locals of the Service Employees International Union (SEIU). SEIU has also organized child care workers in other locations including Moose Jaw, Saskatchewan, and Newark, New Jersey.

The American Federation of Teachers (AFT) has represented child care center teachers since 1976 in Washington, D.C., and now represents aides in public school children's centers and Headstart programs in Oakland, Philadelphia, and Chicago. Finally, Local 996 of the Teamsters in Honolulu represents about 75

### **workers in early childhood programs in Hawaii**

However, even with increased interest in unions, only a relatively small percentage of the child care workforce is unionized. From our estimates, the total number of unionized child care workers remains less than 12,000. The diverse and isolated nature of the child care delivery system coupled with an unusually high turnover rate among child care staff has worked against the development of successful organizing campaigns. Unions have had an especially difficult time since workers frequently leave a union (in the child care field) before the completion of an organizing drive.

District 63, UAW, organizers in addition to holding regular meetings with workers, discuss with workers the importance of staying on the job and making a commitment to each other during the course of a campaign. They point out that these workers are the future in the child care field; their battles for improved wages, status, and working conditions will lay the foundation for decent workplaces and quality care for generations to come. It is this sense of dignity and importance that often helps to sustain the morale of workers through a long organizing campaign.

If you decide to join a union, you and your co-workers will need to grapple with many difficult issues. Perhaps the most important will be the recognition that joining a union is only the first step in effective organizing. Advocacy for more societal support for child care must be an ongoing commitment.

In the following pages we explain basic terminology and facts about organizing, as well as address some common concerns faced by child care workers. Also included are excerpts from contracts protecting unionized child care workers. If you want more information about unions or other advocacy efforts affecting child care providers, we encourage you to contact CCP.

## *Considerations in Unionizing*

### *Commonly Asked Questions About Unions*

#### **Can I be fired for organizing a union?**

There is always a danger of being fired or discharged for union organizing. However, many workers are protected by the National Labor Relations Act (NLRA) when they organize, although such protection can be delayed. If you are fired or harassed, contact the National Labor Relations Board (NLRB) in your community. The NLRB is the public agency created to enforce the NLRA and has regional offices across the United States and Puerto Rico. One of its functions is to investigate and prosecute employers or unions who engage in unfair labor practices. An NLRB attorney will investigate your case and if they agree that you were fired for organizing efforts, then the attorney will represent you at an NLRB hearing against the employer. If the judge decides that the employer committed an unfair labor practice (fired the employee for unionizing), then the employer may be ordered to rehire the employee and pay full back wages.

#### **What can the union do if our director is already supportive of employee interests?**

Many directors, even if initially threatened by the prospect of unionizing, will support your efforts. Together with the director, you can write a contract that will serve the best interests of all involved. As a unified group of workers, you will also be better equipped to work with your director to improve your funding from outside sources. Perhaps the most important thing to remember is that wonderful directors don't stay in one place forever. A union contract provides protection should you ever have a director who is not as supportive.

#### **Can our director join the union?**

Under current labor laws the director is usually considered management. However, if the board of directors of your agency agrees to recognize a bargaining unit that includes the director, then the director can be a union member.

### **Are there penalties for small organizations?**

A day care center must have a gross annual revenue of \$250,000 or more before the FLSA will require it to pay the Fair Labor Standards Act (FLSA) minimum wage and overtime pay. If you are a small day care center, you will not be required to pay the minimum wage and overtime pay. You may be covered by a state labor law that applies to employees excluded from the FLSA's minimum wage and overtime pay requirements. And your employees may still independently recognize your right to join a union on the Organizing Process.

### **How much will I pay for dues?**

It is important to ask these questions while organizing a day care center to your own satisfaction. The dues referred to here are dues and fees are determined by the organizing drive. Fees are not paid by the workers who help with the organizing drive, and dues are not taken until after the day care center has signed. Dues are usually calculated as a small percentage of monthly wages, often based on a sliding scale to account for variations in income.

### **What will we get for our dues money?**

You will receive professional representation of the bargaining table, as the legislative and state law are constantly being changed, dues will pay for qualified independent specialists to negotiate, provide professional bargaining negotiations, offer training in grievance handling and leadership skills, speak for the union in the day care community, and organize new members into the ranks.

### **If I join the union, will I have to go out on strike?**

The only person who can take you out on strike is you. In order for a strike to happen, a majority of you and your co-workers must vote in favor of a strike.

### **Who will work with us from the union? What should they know about our workplace?**

The union will probably assign a representative to your group. This person will help you in your organizing efforts and assist in negotiating your contract. When problems come up, this is the person you can contact for assistance. It is important for the union representative to visit your work site and get to know the workers and your special concerns.

## ***Talking to Patients About Unions***

Workers are entitled to form unions, often referred to as "right-to-gather" statutes, which allow organizing efforts. These are federal requirements for child care centers.

**Patients at my center support the right of child care workers to organize. They will be afraid these will be private.**

Talk of common circumstances the type of center. And, condominium-style working parents worry about the availability of child care. Tell patients how we are trying to recruit directly and accept people from your community. In fact, low-income child care workers face even attack, and those that have established effective child care centers deserve the same.

Most importantly, explain to parents exactly the consequences that clarity of language will have on their working parents and how organizing changes such as decision-making procedures or sick leave will help your center treat care to their children. Many parents don't realize what terrible working conditions of wages stand child care workers endure. Besides, many parents, once informed by the high cost of services,明白 that workers are making a good salary. By informing parents, you can find new child care advocates and encourage a positive stand for your organizing actions.

A word of caution: Not all centers are sympathetic to organizing staff parent-child care services. If this is the case, make sure you're informed of organizing parents' rights to keep working equal to others and that your organized think to support them. If you're not, seek leadership from your local union to make a positive claim with your organization why you are organizing.

**Patients at my center support our efforts to improve wages and working conditions. But many of them can hardly afford what they are paying now for child care and they fear if we unionize their tuition costs will go up.**

The conflict between higher wages and affordable fees cannot be ignored even though money concerns are not the only reason for organizing. Start with patients' most concern along that road and let them know that unionized workers have sought moderate increases in order that all families can continue to give the services. Unorganized workers have been among the most active in efforts to expand affordable, quality services.

**Many parents have the opposite view the element of self-responsibility. I can  
see another side though the parents do keep the children under**

Although it is illegal for an employer to discriminate on the grounds of sex, it is not illegal for an employer to discriminate on the grounds of race, colour, ethnic origin, religion, sex, marital status, sexual orientation, gender reassignment, age, disability, gender reassignment, or permanent, temporary or fluctuating disability.

**Some parents think that if they're a woman, the element would  
be able to get rid of any children who are doing a bad job.**

A written contract apparently states that an employee gets sick by being ill and an employee who has just come back from a holiday or illness will be expected to do the same job as before. This means that a different range of discipline is available than under the conventional strict regulations of the staff should there be any issue like relevant to work or the terms or contract of employment. Therefore, if a regulation is being done for a job, e.g. attend three days every day, however, the three unauthorised absences (unauthorised absence, late for work, coming in with an invalid note from being disciplined on Friday)

## ***Steps to Unionizing***

Once you and your co-workers decide to pursue unionizing, there will be much to do. You will want to familiarize yourselves with the terminology and laws, as well as the process of joining a union. And of course you will need to choose a union to represent you.

### ***Understanding Collective Bargaining and the National Labor Relations Act***

Collective bargaining is the process by which employees and management reach an agreement governing working conditions. Once a majority of employees vote for a union, an employer is obligated by law to sit down at the bargaining table and negotiate this agreement.

Under Section 7 of the National Labor Relations Act (NLRA), employees have the right to organize, form, join, or assist labor organizations, to bargain collectively, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection. No sanctions or penalties may be levied against an employee for exercising rights guaranteed by the NLRA.

#### **How is the NLRA Enforced?**

The National Labor Relations Board (NLRB), which has regional offices across the United States and Puerto Rico, is the public agency created to enforce the NLRA. The NLRB performs two main functions: it conducts representation elections and certifies the results; and it investigates and prosecutes employers or unions who engage in unfair labor practices. Employees who want the Board to conduct an election at their workplace may file a *petition* for an election with the NLRB. Employees who believe their rights under the NLRA have been violated may file a *charge* stating that unfair labor practices have been committed.

#### **Will the NLRB Help Any Employee?**

Before the NLRB will exercise its power to enforce the NLRA,

a workplace must meet certain requirements or "jurisdictional standards." The standards vary depending on the type of business engaged in.

#### **Do Day Care Centers Meet the Standards?**

It depends. Through a series of recent decisions, the NLRB has determined the standards to be met by centers for them to fall within the jurisdiction of the NLRB. It is important to note that these are *current* standards which may be changed as new cases are brought before the Board.

#### **What are the Current Standards?**

A day care center must have a gross annual income of \$250,000 or more before the NLRB will assert jurisdiction. Included in this jurisdiction would be more than one center under the same administration. The \$250,000 figure was originally selected by the Board in 1976 in light of its knowledge of the industry at that time, and is subject to revision based on new information and interpretation [see *Salt and Pepper Nursery School and Kindergarten, No. 2 and Local 79, SEIU, AFL-CIO* [1976], 222 NLRB No. 202; *Rebecca Blaylock Nursery School, Inc.* [1982], 260 NLRB No. 195].

#### **What if Your Center Has a Gross Income Under \$250,000 or You Work in a Public Program Excluded Under Jurisdictional Standards?**

If the NLRA doesn't cover your situation, you may be covered by a state labor law. Contact your State Labor Board. They should be able to answer your questions. If you are excluded from NLRA jurisdiction or similar state protection, you still have the right to join or form a union. What you don't have is an administrative agent to represent you for free if a dispute with your employer arises. However, you are entitled to job protection for organizing and you can file a lawsuit on your own or under the auspices of the union you join.

#### **Are You Covered by the NLRB if You Work in a Public School Program?**

Programs "adjunct" to public school systems may not be covered by the NLRA, as an employer who is a state or political subdivision is specifically excluded from coverage under Section 2(2) of the Act. However, the Ninth Circuit Court of Appeals has held that NLRB jurisdiction may be asserted, notwithstanding the fact that

the source of funding is the state or federal government. The deciding factor is whether the program administration has sufficient control over terms and conditions of employment to bargain effectively with an organization which represents its employees' interests. "Terms and conditions of employment" include hiring, firing, employee evaluations, wages, grievances, and leave policies (see *Golden Day Schools, Inc. vs. NLRB* [9th Cir. 1981], 107 LRRM 2558).

#### **What if You Work in a Church-Related Program?**

Although federal law prohibits the NLRB from asserting jurisdiction over teachers in church-oriented schools (see *NLRB vs. Catholic Bishop of Chicago* [1979] 440 U.S. 490), the Board has asserted jurisdiction over lay employees in a church-operated day care center when the center operated on a non-sectarian basis, accepted state agency referrals, received government money, and operated in the same way as a secular child care institution (see *Salvation Army of Mass., Dorchester Day Care Center and District* 65 [1980] 247 NLRB No. 62).

#### **What if You Work in a Center That is One of Several Operated by a Large Agency or Company?**

NLRB jurisdiction applies, but you will have to find out whether your individual center can be organized on its own or if several centers owned by a corporate chain or operated by a single agency in one geographic area constitutes the bargaining unit and therefore must be organized at the same time. It depends on the degree of autonomy centers have in determining hiring and firing, setting wages and working conditions, and the extent to which personnel are interchanged between centers. The union you work with can assist you in this determination. (*Mini-Skool, Ltd., d/b/a Kinder Care Learning Centers*, 268 NLRB No. 204, 115, LRRM 1138 [1984]; *NLRB vs. Living and Learning Centers*, 107 LRRM 3104 [1981]).

#### **What if I am Still Unclear About Coverage After Reading This?**

Don't be surprised! These issues can be very confusing. Feel free to contact CCEP and we will try (with assistance from our lawyer friends) to help you. Or contact the NLRB, which has field offices across the country. To find the one nearest you, write or call: NLRB, 1717 Pennsylvania Ave., N.W., Washington, D.C.; (202) 655-4000.

## ***Choosing A Union***

Deciding to join a union is just the first step toward organizing your workplace. The next move is to research and evaluate the unions in your community. While this can be a time-consuming process, the investigation will help you and your co-workers select the best possible representation.

Currently there is no one single day care union. However, there are some unions, such as District 65, UAW, and AFSCME with a child care or human services division and more experience in organizing child care workers. If there aren't any unions currently representing child care workers in your community, you should look at unions that represent other low-paid service workers and consider approaching them to see if they would be willing to organize child care workers.

Unions vary widely in what they offer their members, so be certain your research is thorough. Talk to representatives from the unions but also get names of other workers who are union members and talk with them about their experiences with a particular union.

If a union has not previously organized child care workers, find out what experiences they have had organizing a similar workforce and if they are really interested in being educated about the unique aspects of child care such as parents' economic constraints, state mandated educational requirements for workers, etc.

Be sure to ask each union for copies of their constitution and by-laws, contracts for similar workplaces, and any literature on child care they may have. These documents will answer many of your questions.

Following are some specific questions to consider when talking to unions.

### **General Queries**

- What experience has the union had in organizing child care or other small workplaces?
- Is the union familiar with the particular problems faced by women in low-paid human service jobs?
- Is the union willing to become involved in legislative and other policy issues that affect child care workers?
- Will you join an existing union local or form a new unit? Who else will be in your local?

### **The Organizing Drive**

- Which organizer(s) will be assigned to your workplace and what type of experience have they had with child care or similar situations?
- How accessible will the organizer be to your members? How will workers be involved in strategy decisions relating to the organizing campaign?
- Will you have adequate money for leaflets, mailing, phone calls, and other expenses?
- Will the union provide meeting facilities and child care for your meetings?
- What is the union's policy on the recommended percentage of employees who must sign cards before asking for recognition or petitioning for an election?
- If the first election is lost, will the union consider continuing to organize for a second election?

### **Negotiations, Strikes, and Contract Administration**

- How are bargaining demands determined? Does the membership vote on or approve demands and rank them in order of importance?
- How are the members of the negotiating team selected? Are negotiations open to the membership?
- Are contracts ratified by a vote of the membership?
- Will an organizer or business agent assist you in enforcing your contract?
- How will the shop steward(s) or worker representative(s) be selected and what role will they play?
- Does the union provide training to stewards and the rank and file on their rights?
- Who decides which grievances to take to arbitration?
- Are union representatives and organizers recruited from the rank-and-file membership?

### **Dues and Membership**

- What are dues, initiation fees, and assessments? How are they determined? When will you start paying dues?

- What benefits does the union provide, either independently or with the employer?
- If your group already has a treasury, will it be independently retained? If not, how will finances be handled?
- How are dues allocated between local, regional, and international levels of the union?
- Does the union recognize and address the legislative, educational, health, recreational, and cultural concerns of its membership in any way?

See the Resource section at the end of this booklet for a list of unions that are currently representing child care workers.

### ***The Organizing Process***

Once a group of workers has decided to join a union and has selected a union to represent them, they begin an organizing drive at their workplace which typically involves the following steps.

#### **Figure Out the Bargaining Unit**

The interested workers and the union representative will work together to decide which workers are eligible to be in the union. Issues to be considered in determining a bargaining unit are: whether people hire or fire other workers, and similarity of their job function. In centers that are part of a corporate chain or umbrella agency, a decision must also be made about whether one or multiple centers constitute the bargaining unit (see section on Collective Bargaining and the National Labor Relations Act).

#### **Sign Cards**

If the interested workers and the union representative determine that there is enough interest to go ahead with the organizing drive, the workers will be asked to sign union cards. Union cards indicate the workers' desire to have the union represent them.

#### **Union Recognition**

The cards are used to show the Labor Board or the employer that workers are interested in having a union. When a substantial number of the cards are signed, workers can ask their employer to voluntarily recognize the union; when 30% of the cards are signed they can petition the Labor Board for an election (although in small workplaces, unions usually wait until the majority of

cards are signed). If a majority of workers have signed union cards, the workers — as a union — can ask their employer to recognize the union without an election. If this does not happen, the next step is to file a petition at the local Labor Board.

#### **At the Labor Board**

The Labor Board talks to the union and the employer to see whether the bargaining unit that the union and workers agreed to is acceptable to the employer. The Labor Board then arranges an informal hearing.

At this hearing the union and the employer, with the help of the Labor Board, try to reach an agreement on who will be in the bargaining unit and when the election will be held. If the employer and the union cannot agree, a formal hearing must be held during which both sides present their arguments to the Labor Board. After this hearing the Labor Board makes a decision on what the bargaining unit should be, and whether and when an election should take place.

#### **Union Election**

On the day of the election, the Labor Board comes to the workplace (at a time agreed upon by the union and the employer) to conduct a secret ballot election so that employees may vote for or against union representation. The Labor Board counts the votes immediately after closing the polls. If the majority of workers who chose to vote endorse the union, the Labor Board certifies the union as the collective bargaining agent for the workers.

#### **Write the Contract Proposal**

A contract proposal will be written by the workers with the help of the union representative. This proposal will include the workplace issues that were discussed during the union drive. When a draft of the contract is written, the members of the bargaining unit vote on it and make corrections and changes. The final proposal is then ready to present to the employer for negotiation.

#### **Negotiate the Contract**

An elected negotiating committee and a union representative negotiate the proposed contract with the employer. The negotiating committee meets with the membership regularly to give progress reports and seek advice. When agreement is reached on all issues of the contract, it is brought back to a membership meeting. If a

majority of members vote to accept the contract, it is signed and goes into effect.

### ***What's in a Union Contract?***

A contract provides child care workers with input into their conditions of employment. Typically it covers such issues as:

- wages
- wage increases and raises
- health benefits (medical, pension, child care, etc.)
- compensatory time
- staff/child ratios
- hours of work (including planning & meeting time, breaks)
- purchase of supplies
- sick days
- holidays and vacations
- leaves of absence
- personal days
- personal growth and development
- parental leave for men and women
- bonuses
- promotions
- layoffs
- transfers
- personnel files
- evaluations
- discipline
- discharge
- grievance & arbitration procedures
- decision-making procedures
- health and safety
- travel reimbursement
- car insurance
- jury duty
- sexual harassment and other forms of discrimination
- substitutes

Before negotiating a contract, the union surveys the membership to find out what improvements they want. Typically, a volunteer contract committee writes up a proposed contract, which the membership must approve before submitting it to management. In many unions, members elect a representative negotiating team of day care workers who are assisted by union staff in presenting the proposed contract to management and bargaining for what they want.

When a tentative agreement has been reached with management, the membership votes to accept or reject the contract. Once the contract has been approved by the members, it is legally binding and management must live up to all the terms of the contract.

Contract negotiation is a long process requiring thoughtful consideration of the many issues that affect work life and the quality of child care. What follows are passages from contracts at several centers around the country represented by District 63 that provide a glimpse of what child care workers can obtain through the contract process. Remember, however, that each individual center and its staff agree to language appropriate to their situation.

Copies of child care contracts are on file at the Child Care Employee Project office.

#### **Hours of Work and Overtime**

Although state and federal laws govern hours of work and overtime, a contract can further clarify these issues. The San Francisco Headstart contract states:

*Overtime shall not be worked unless specifically authorized in writing by a responsible representative of CHRI (the employer), except in cases of genuine emergency. If requested to work overtime, an employee shall be required to do so unless excused for good cause as determined by CHRI.*

#### **Compensatory Time/Overtime**

What happens at your center when the director says "Could you stay an extra hour today, since we have no sub for June"? Although your state laws provide some protection, a contract can guarantee more. Here's what the contract at Northstar Community Childcare in Northampton, Mass., says:

*Employees are entitled to comp time off at the rate of 1½ hours for every hour worked beyond their regular workday. If they request it, employees may receive payment equal to 1½ times*

*their regular rate of pay for every hour of mandatory overtime  
overtime required by the Director. Comp time may only be  
accrued or taken with prior approval of the Director. Accrued  
comp time must be taken within the calendar year in which it  
is earned, except that five hours of comp time will be carried over  
to the next year.*

#### **Planning Time**

Time to adequately plan a program is essential to smooth  
operation and quality services. Aside from guaranteed time for  
weekly meetings, the workers at the Brookline Children's Center  
are guaranteed the following:

*Set-up Days. Employees are entitled to three paid work days at  
the end of August to work on their space at the Center, without  
children present, and to develop their program. Attendance and  
participation on these days is to be treated as on regular teaching  
days unless alternative arrangements have been presented to  
and approved by Management or a week in advance.*

*Staff Days. Three days each year, one each in fall, winter, and  
spring, the Center will be staffed by parents, substitutes, and  
volunteers so that the staff may meet to further their professional  
development and to discuss staff storms. Employees will receive  
their regular pay for these days. It is the responsibility of Manage-  
ment to make sure that there is adequate coverage.*

*As a major purpose of these days is to further staff development,  
Management agrees that after consultation with staff it will  
arrange for relevant seminars and discussions to be held during a  
portion of these days. Attendance and participation on these  
days is to be treated as on regular working days.*

#### **Breaks**

##### **At Associated Daycare Services in Boston:**

*Teachers and teaching assistants will receive a one-hour break  
during the children's nap time on days when no in-service work-  
shops or meetings are scheduled, and may before the building  
submits to certifying the written objection.*

#### **Day Care for Employees**

##### **At Quashnet Hill in Artherton, Mass.:**

*Employees shall be entitled to child care at the center's*

**Section 11** If a slot is available if no slot is available, the next opening that becomes available in the child's age group shall be offered to the employee at the 50% discount.

#### **Sick/Personal Leave**

We all know how often day care workers get sick or need time off for personal business. On top of their vacation time, the workers at Early Learning Child Care, Inc., receive the following sick/personal days off:

**Sick/Personal Days:** Paid sick/personal time will accumulate at a rate of 1½ days per month for each full calendar year of employment. An employee will make every reasonable effort to notify the Center by 6:30 a.m. that she/he will be absent from work. A maximum of 7½ sick/personal days may be accumulated and taken at any time. Advances of sick/personal days may be arranged in advance with the director. Upon leaving the Center, employees will be paid for up to ten accrued sick days.

A broad interpretation of sick leave is essential to meet most employees' needs. At San Francisco Headstart:

Sick leave shall be applicable only in cases of bona fide illness, accident, physical apprehensions of an employee or in a situation of the employee's reasonable concern. Retiree/retired employees shall be eligible for sick leave benefits after thirty (30) calendar days of employment.

#### **Staff/Child Ratio**

Workers at Infants and Other People in Boston have the following guarantees about the child/staff ratio:<sup>1</sup>

**Child/staff ratios shall be maintained as follows:** infants at 1:2 or 3:1; toddlers at 9:2 or 4:1; preschoolers at 16:2; pre-k at 8:1. Substitutes shall be hired whenever regular employees are absent.

#### **Supplies**

In the absence of clear policy, many workers spend their own money on supplies for the classroom in order to ease the stress on the job. At Community Service Center in Newton, Mass., the following agreement was negotiated:

**For each of the infant, toddler, pre-school, and after-school programs, the Employer shall make available each month ten supplies at least forty dollars (\$40.00) through June 30, 1985, and at least sixty dollars (\$60.00) thereafter.**

## **Miscellaneous**

Different centers have different needs. Following a lice epidemic, workers at the Community Service Center in Newton, Mass., negotiated a "lice clause":

**ARTICLE XXXII SHAMPOO AND CLIPPING** — *For each incident of lice infestation occurring for a child less than 6 years, an employer shall be reimbursed for the actual cost of appropriate shampoo and/or a sum of thirty dollars (\$30.00) such amount to not be exceed the actual cost of necessary children's clippings.*

## **Professional Growth and Development**

At United Front Homes Day Care in New Bedford, Mass., workers are guaranteed the following:

*Each employee will be allocated up to five days to attend educational conferences, courses, etc. The employer will provide employees with paid time off for attending such courses and conferences or other activities relating to professional growth and development. If an employee attends a conference or workshop on a day when s/he does not normally work, s/he will receive another day off with pay. In the event that a course is required by the Center, the Center shall pay for the course. An employee will be granted consecutive ten work related courses taken after work at a maximum of one course per semester.*

## **Hiring Procedures**

At NICE Daycare in Boston, the union contract guarantees parents' and workers' input into decisions about who works in the classroom:

*The employees covered by this agreement shall be included in the hiring of all staff in the following way: The personnel committee (which consists of at least two non-administrative staff members, two parents at least one of whom is a board member, the education coordinator, and the director) shall advertise the position, screen resumes, interview and observe applicants, collect staff qualifications of applicants, call references, request a written medical report, and make a final recommendation to the board.*

## **Layoffs and Recall Rights**

Staff at the Brookline Children's Center in Massachusetts have come up with language that ensures flexible procedures that don't arbitrarily discriminate against some workers:

*The bargaining team affected by the layoff shall determine which individual or individuals shall be laid off in cases where a recall cannot agree as to who shall be laid off. The option of laying the layoff shall be given to each employee according to seniority. The senior senior member shall be given the first option. The Captain shall give thirty days advance notice.*

Headache workers in San Francisco bargained for the following layoff procedure:

*In the event a layoff becomes necessary, CHRI [the employer] and District 69 agree to meet to explore options that may lessen the impact of the layoff, including job sharing, voluntary layoff, voluntary leaves of absence, reduction in work hours, etc. If no agreement can be reached on the options noted, then CHRI agrees to first lay off its temporary employees, then its non-regular employees, and then, if necessary, its regular employees, in the manner described above.*

#### **Separation Compensation**

The employees at Bistro's Place Union Day Care in Madison, Wis., are guaranteed the following when they leave the center:

1. *In cases of layoff, voluntary separation, termination due to permanent disability or a leave of absence, an employee may receive compensation for accumulated paid time off.*
2. *Any employee terminating because of permanent disability shall receive two weeks severance pay based on the employee's average weekly pay for the previous 42 weeks.*

State laws may also provide additional disability pay for workers.

#### **Discipline and Discharge**

Often workers are afraid to question something at their center or to bring up issues because they think they may get fired. As is typical of all union contracts, the workers at Associated Day Care Services in Boston can only be disciplined or discharged for just cause:

*No employee covered by this Agreement will be disciplined or discharged except for just cause, provided that an employee may be terminated during his/her probationary period (see Section 3.1) without recourse to the grievance and arbitration provisions of this Agreement by the employee or the union.*

## **Evaluations and Personnel Files**

At San Francisco Headstart, the following procedure is guaranteed by the contract:

*A written evaluation will occur in fiscal year 4 and the evaluation shall be placed in the employee's personnel file after the employee has had the opportunity to read the evaluation. The employee must sign the evaluation, but the signature of the employee does not automatically imply approval of the evaluation or agreement with it. The employee may place written corrections in his or her file regarding the evaluation.*

*Probationary employees shall be evaluated at the end of their probationary period.*

*All documents that are relevant to the employee's work with CTRI (the employer) shall be placed in the employee's personnel file. The file shall be made available to the employee at his/her request. CTRI shall provide employees with all materials, including hearing on their job performance placed in their personnel files and after the date of the signing of this Agreement. An employee may request a Union representative access to his/her personnel file with his/her consent to a grievance.*

## **Grievances**

The best contract in the world is useless if you have no way to complain about violations. Here's how unionized workers at the Hampshire County Action Center deal with grievances:

*Step 1. An employee grievance shall first be taken up with the immediate supervisor by the employee involved and their union steward.*

*Step 2. If the grievance is not settled at Step 1 within four working days, it shall be reduced in writing and submitted by the union steward to the employer. The grievance shall be taken up at a conference between the union steward, the employee, and the authorized representative of the employer. Such conference shall be held within three working days after it has been requested. The employer shall respond to the grievance in writing within three working days after the conference.*

*Step 3. If the grievance is not settled in Step 2 within three days, a conference shall be requested between the union steward, the employee(s) involved, a representative of the union, and the authorized representatives of the employer. Such conference shall*

*be held within five working days after it has been requested. The employer shall answer the grievance in writing within three working days after the conference.*

*Step 4. Within three days after the answer in Step 3, the parties may mutually agree to call in a mediator to try to resolve the dispute. The mediator shall have no authority to bind the parties to any settlement, or to add to, subtract from, modify, change, or alter any provisions in this contract.*

*Step 5. If the grievance is not settled at Step 4, and it involves the interpretation, application, or claimed violation of this agreement, within five working days it may be submitted to arbitration under the rules of the American Arbitration Association. The award and decision of the arbitrator shall be final and binding. The arbitrator shall have no power to amend, modify, add to, alter, or subtract from this agreement or any provision thereof. Expenses of the arbitrator shall be shared equally by the employer and the union.*

*Union grievances against the employer which do not involve individual employees, but where the union is aggrieved, shall be reduced in writing and taken up at Step 2 of the Grievance Procedure.*

#### **Staff Input In Decision Making**

At Wareham Early Childhood Education Development Center in Massachusetts, the workers have the following say over the running of their center:

- 1. The Employer shall notify the staff, in time for meaningful input, of any changes in structure, program, personnel, or any other changes of importance. This will include change of hours, change of staff to another classroom, employee input into daily schedule and other such decisions affecting employees. The Union Committee shall review all funding proposals and have input into the budget process before finalizing for rate negotiations with D.S.S.*
- 2. One (1) or two (2) members of the Union Committee will be allowed to attend rate negotiations with the director to ensure the Union's position is represented when negotiating state contracts.*
- 3. The Employer shall post announcements of Board meetings and agendas. Unless in executive session, Board of Directors meetings will be open to the staff. Also, minutes of the board*

*meeting will be posted following the meeting.*

*4. Staff-related concerns and Union business should be submitted two (2) weeks prior to board meeting to be placed on the agenda.*

*5. Board meetings will be held at the daycare center.*

It's extremely important that some vehicle be established to ensure communication between labor and management. Workers at San Francisco Headstart have the following provision in their contract:

*CHRI [the employer] and the Union acknowledge the right of employees, management, and staff to be treated with mutual respect and dignity. In furtherance of these rights and responsibilities, CHRI and the Union shall establish a Joint Labor Management Committee within thirty (30) days of the signing of this Agreement. The Committee shall meet monthly unless otherwise agreed or otherwise impossible to do so, for the purpose of discussing labor-management concerns.*

#### **Sexual Harassment**

Workers at Red Caboose Day Care in Madison, Wis., are protected by their contract from sexual harassment:

*The employer and union recognize that no individual shall be subject to sexual harassment on the premises of Red Caboose. Sexual harassment includes any sexual attention—physical, verbal, or otherwise—that is unwanted.*

#### **Non-Discrimination**

Although there are laws that protect people against job discrimination for certain reasons, most union contracts extend those protections. The contract at Roxbury Tenants of Harvard Day Care in Boston includes not only sex, race, and religious affiliation, but also sexual orientation, parental status, and political affiliations. San Francisco Headstart also extends its contract discrimination clause to: handicap, and persons covered by the Vietnam Era Veteran's Readjustment Assistance Act of 1972:

*This shall apply to hiring, placement for employment, training during employment, rates of pay or other forms of compensation, selection or training, layoff or termination, and applications to admission to Union membership.*



## *Resources*

### *Unions That Represent Child Care Workers*

The following is a list of unions in the country that represent child care workers. Also listed are communities already represented by union locals. If any of these locals are in your community, start by interviewing them. If not, contact the national offices. You may also want to investigate other unions representing low-paid service workers. Remember that unions vary from local to local, so question them carefully to find the union that will best represent your center's specific needs.

#### **DISTRICT 65 UNITED AUTO WORKERS**

13 Astor Place  
New York, NY 10003  
Regina Little, 1-800-221-5011  
Locals: Child Care Division  
Massachusetts: (617) 262-6333  
Illinois: (312) 922-1430  
Wisconsin: (608) 251-7874  
California: (415) 922-4870

#### **AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)**

1625 L St., N.W.  
Washington, D.C. 20036  
(202) 452-4800

##### **Local:**

**AFSCME Local 205**  
**District Council 1707**  
New York,  
(212) 766-7514

#### **SERVICE EMPLOYEES INTERNATIONAL UNION**

2020 K St., N.W.  
Washington, D.C. 20006  
1-800-424-8592

Local:  
Local 535  
State of California  
(415) 261-6600

**AMERICAN FEDERATION OF TEACHERS**  
11 Dupont Circle  
Washington, D.C. 20016  
(202) 797-4400

Local:  
Early Childhood Federation  
Local 1473, So. Calif.  
(213) 684-3262  
Washington Teachers Union  
Washington, D.C.  
(202) 452-8120  
Oakland Federation of Teachers  
Local 771, Oakland, CA  
(415) 653-5177

**NATIONAL EDUCATION ASSOCIATION**  
1201 16th St., N.W.  
Washington, D.C. 20036  
(202) 833-4000

**OFFICE AND PROFESSIONAL EMPLOYEES UNION**  
Local 29 AFL-CIO  
1475 Powell St.  
Emeryville, CA 94608  
(415) 653-9614

*For more information on unions and workplace problems that particularly affect women and service workers, the following resources are available:*

**Bargaining for Equality**, The Women's Labor Project, P.O. Box 6250, San Francisco, CA 94101.

**Child Care Employee Project News**, Child Care Employee Project, P.O. Box 5603, Berkeley, CA 94705.

**A Guide to Basic Laws and Procedures under the NATIONAL LABOR RELATIONS ACT**, National Labor Relations Board, 1717 Pennsylvania Ave., N.W., Washington, D.C. 20006.

**9 to 5 Newsletter**, National Association of Working Women, 1224 Huron Road, Cleveland, OH 44115.

**Organizing and the Law** (third edition, 1983), Stephen Schlossberg and Judith Scott, Bureau of National Affairs, Inc., 1231 25th St., N.W., Washington, D.C. 20037.

**65 Newsletter**, Child Care Division, District 65, United Auto Workers, 616 Beacon, Boston, MA 02115.

**Stand Up: A Guide to Worker's Rights**, Stas Margaritis, Public Media Center Publication, 25 Scotland St., San Francisco, CA 94113.